

AIKIDO WEST Release and Waiver of Liability and Indemnity Agreement for Adults

Registering for August Friendship Training - 08/27/2022

Aikido West 3164 Bay Road, Redwood City, CA 94063

In consideration of being permitted to participate at Aikido West in the martial arts programs, related events and activities (indicated below) and/or being permitted to enter for any purpose any restricted area (here-in defined as any area where admittance to the general public is prohibited), the undersigned adult, named below agree to the conditions outlined below.

I understand and agree that, if at any time, I feel anything to be UNSAFE; I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.

I/We fully understand and acknowledge that:

- A) There are risks and dangers associated with participation in martial arts events and activities which could result in bodily injury. Such injuries may include, but are not limited to, pulled muscles, dislocated joints, broken bones, transmission of infectious diseases, partial and or total disability, paralysis and death. The social and economic losses and/or damages, which could result from these risks and dangers could be severe.

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- B) In accordance with the law, this dojo does not exclude individuals with medical conditions that do not pose a medically recognized threat to the health or safety of the other students in the normal course of training. I understand that there are some unavoidable circumstances where these conditions may require special caution on my part to minimize danger to others, or myself and I acknowledge that it is my responsibility to act accordingly. If I have a disability, illness, pregnancy, or am currently seeing a therapist, I promise to consult with my physician or therapist before participating in Aikido training.

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- C) These risks and dangers may be caused by my action, inaction or negligence or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.

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- D) I also understand that I may be exposed to individuals in the dojo that may have an infectious disease that may be spread by air borne transmission, respiratory droplets or person-to-person contact. These infectious diseases include but are not limited to the common cold, norovirus, flu virus and other respiratory diseases such as COVID 19 (SARS-CoV-2).

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E) I have read the dojo's policy on hand washing and other protocols for avoiding the transmission of infectious diseases including not training if I have a fever greater than 100.4° or other symptoms including chills, sweats, difficulty breathing, new or worsening cough, whole body aches, vomiting or diarrhea (see Heightened Hygiene Protocol below). I understand that if I have any of these symptoms I should not train or come to the dojo so as to protect the health and safety of others.

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Heightened Hygiene Protocol

There may be a time when heightened protocol procedures may be needed due to the increased presence of infectious diseases within the community. Other heightened hygiene protocols may be posted based upon new information from the CDC or state and local governments. All students agree to abide by the any heightened hygiene protocols.

Recommendations for in dojo training:

1. Students should take their temperature before coming to the dojo. Anyone with a fever of over 100.4 °F should not be training. Anyone with a fever, chills, cough, shortness of breath, sore throat, loss of smell or taste, diarrhea, muscle aches, headache should not come to the dojo. If someone in the household has or is suspected of having COVID, a student should quarantine for 14 day from the last exposure to the COVID virus positive individual in the home before returning to class.
2. All people entering the dojo should wash their hands thoroughly with soap and water for at least 20 seconds before and after class or use hand sanitizer for 20 seconds.
3. Social distancing should be maintained. When not in temporary contact for training, everyone should stay apart six feet or more in all directions. A maximum of 20 people will be allowed to train per class.
4. Make sure the room is well ventilated. Use fans to circulate the air and keep the roll-up door open. Run HEPA filters during class, and make sure that the HEPA filter in the bathroom is turned on.
5. Hi-touch surfaces in the dojo should be thoroughly disinfected after each class.
6. Come to class dressed in keiko gi/training uniform. Try to stay out of the dressing rooms and bathrooms if possible.
7. Have doors open and light switches turned on/off by one person. Wipe handles and switches off after use. The use of masks during indoor classes is mandatory if a 6' social distance cannot be maintained.
8. Weapons and all other equipment should be brought to and taken home after every class.

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F) I understand that I may be training with someone who may be infected with diseases that can be transmitted by exchanges of blood or other bodily fluids. These diseases include but are not limited to HIV/AIDS and hepatitis. I acknowledge that I have read and will follow the dojo's procedures for dealing with injuries to myself and others that present opportunities for exposure to blood or body fluids. (See Blood Borne Policy below).

1. Blood Borne Policy

2. To protect the dojo family against the risk of disease, the dojo has adopted the following policy intended to minimize the risk of transmission of HIV / AIDS, Hepatitis-B, and other blood-borne pathogens during training activities. Current available medical evidence suggests that the risk of transmission of HIV during the type of body contact that occurs in Aikido or Defensive Tactics training is extremely slight. Organizations such as the NCAA, the National Academy of Pediatrics Committee on Sports Medicine and the U.S. Olympic Committee have concluded that persons infected with blood-borne pathogens, particularly HIV, should not be barred from participating in contact sports. Certain federal and state anti-discrimination laws may also prohibit such a ban. These organizations have concluded that the already slight risk of transmission of HIV, and of other blood-borne diseases, can be further reduced by adoption of the Center for Disease Control-recommended "universal precautions" with regard to exposure to body fluids. The dojo shall observe these "universal precautions". Generally, this means that the instructors and all persons training in this school shall treat all exposed bodily fluids as if they are infected. Specifically, the following measures will be observed at all times:
 3. 1. If you have any open cuts or sores, you must clean them with a suitable antiseptic and cover them securely with a leak proof dressing before coming onto the mat, make sure they stay covered while you are training. If your hands or feet have broken skin, suitable gloves or split toe Japanese tabi or socks may be worn to cover these areas. If you notice someone else has an open cut or sore, remind her or him of this obligation before training with that person.
 2. If a bleeding wound, even a minor one, occurs during training, the person bleeding shall immediately stop training, leave the mat until the bleeding stops and the wound is securely covered. Immediate measures shall be taken to stop the bleeding. If the person needs assistance with this, each person assisting shall wear a pair of non-latex gloves (which are available with the First Aid supplies). Hands are to be washed with soap and hot water immediately after the gloves are removed. All used gloves, and bloody rags paper towels or dressings, will be placed in a leak proof plastic bag provided for that purpose, and disposed of carefully. Minor blood stains on gi should be treated with a disinfectant solution provided for this purpose. If there are major bloodstains, the gi shall be removed as soon as practicable, placed into a leak proof container, and handled carefully until it can be laundered or disposed of.
 3. If you come into contact with the blood of another, you shall immediately stop training, leave the mat, and wash the exposed area thoroughly with soap and hot water before returning.
 4. If blood is present on the mat, the training partner of the person bleeding should ensure that no one inadvertently comes in contact with the blood. The blood should be cleaned up as soon as possible by wiping down the exposed surface with a disinfectant solution provided for that purpose. Each person assisting in the task shall put on a pair of latex gloves and shall wash their hands with soap and hot water immediately after the gloves are removed. It is preferable, however, that the person bleeding cleans up his or her own blood. Bloody rags or paper towels and used gloves shall be disposed of as set out in Paragraph 2.
4. Finally, there are other diseases and illnesses aside from those known to be transmitted through the blood. You are reminded that you are responsible for not only your own health and safety, but also the health and safety of others with whom you train. If you know or suspect that you have any illness or disease that might infect others, refrain from training until you are not a risk to others.

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G) There may be other risks currently not known to us or not reasonably foreseeable at this time.

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I/We release, waive, discharge, and covenant and agree not to sue or make claim against Aikido West or any of its affiliated organizations, their respective agents, officers, directors, instructors including but not necessarily limited to visiting, guest and substitutes, employees, volunteers, sponsors, members, other participants, their parents, guardian(s), supervisors, and if applicable, owners, lessors, and lessees of any premises used by Aikido West or any of its affiliated organizations, all of whom are hereinafter collectively referred to as "Releasee", from any and all claims, demands, losses, or damages on account of injury, including permanent disability and death or damage to property, caused or alleged to have been caused in whole or in part by the negligence of the Releasee or otherwise.

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I/We HEREBY acknowledge that participation in MARTIAL ARTS ACTIVITIES ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

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I/We further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California or the state in which the event is conducted and that if any portion is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

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I understand that Aikido is an educational system. For the safety of others, and myself I will practice in a considerate and conscientious manner and strictly follow all rules of the dojo. Should I break any of these rules, I understand that it is the decision of the head instructor whether or not I may continue training. I will abide by this decision.

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I further acknowledge that this event may be recorded by video or by other means and I agree to being recorded in whatever format is being used and that the Aikido West may use my image in any format for all legal purposes both commercially and non-commercially.

I HAVE READ THIS LIABILITY AND VIDEO RELEASE WAIVER, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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